

BALL JANIK LLP

A T T O R N E Y S

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LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

October 14, 1999

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. **20809-D** FILED

OCT 14 '99

3-15 PM

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Supplement to Equipment Lease Schedule for Master Lease Agreement (Substitution of Collateral), a secondary document, dated October 13, 1999. The primary document to which this is connected is recorded under Recordation No. 20809. We request that one copy of this document be recorded under Recordation No. 20809-B.

The names and addresses of the parties to the Supplement to Equipment Lease Schedule for Master Lease Agreement (Substitution of Collateral) are:

Lessor:

Banc of America Leasing & Capital LLC
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084-4431

Lessee:

Grace Trust
1661 Beach Boulevard
Jacksonville, FL 32250

A description of the equipment covered by the Supplement to Equipment Lease Schedule for Master Lease Agreement (Substitution of Collateral) consists of removing 15 3300 cubic foot, 100-ton quick dump open hopper cars numbered MMMX 200-214, inclusive, and substituting 20 70-ton open top hopper cars numbered MMMX 300-319, inclusive.

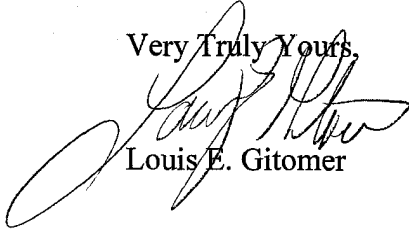
Honorable Vernon A. Williams
October 14, 1999
Page 2

A fee of \$ 26.00 is enclosed. Please return the original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Supplement to Equipment Lease Schedule for Master Lease Agreement (Substitution of Collateral) between Banc of America Leasing & Capital LLC, 2059 Northlake Parkway, 4th Floor, Tucker, GA 30084-4431, and Grace Trust, 1661 Beach Boulevard, Jacksonville, FL 32250, covering removing 15 3300 cubic foot, 100-ton quick dump open hopper cars numbered MMMX 200-214, inclusive, and substituting 20 70-ton open top hopper cars numbered MMMX 300-319, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

Banc of America Leasing & Capital, LLC[®]

successor by merger to
NationsBanc Leasing Corporation

**Supplement to Equipment Lease Schedule for
Master Lease Agreement (Substitution of Collateral)**

This Supplement to Equipment Lease Schedule for Master Lease Agreement (the "Supplement") is made by and between Banc of America Leasing and Capital, LLC successor by merger to NationsBanc Leasing Corporation ("Lessor") and Grace Trust ("Lessee").

Whereas, pursuant to the terms of that certain *Equipment Lease Schedule for Master Lease Agreement Number 001, dated July 28, 1997 (the "Schedule")*, to *Master Lease Agreement Number 03622-03000, dated July 1, 1997* (collectively with the Schedule, the "Lease"), Lessor leased certain *mining equipment* to Lessee (the "Equipment"); and,

Whereas, Lessee has requested to substitute certain railcars as described in the Exhibit "A" attached hereto and made a part hereof, the ("Equipment"), with those certain railcars as described in the attached Exhibit "B" (the "Substitute Equipment"), such Substitute Equipment to become subject to the terms and conditions of the Lease as if originally subject hereto; and

Whereas, the parties hereto have entered into this Supplement to provide for the replacement of the Equipment with the Substitute Equipment on the terms set forth below;

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby covenant and agree as follows:

1. Lessee hereby certifies it owns the Substitute Equipment free and clear of all encumbrances and hereby transfers and conveys all of its right, title, and interest in and to the Substitute Equipment to Lessor pursuant to a Bill of Sale in the form attached hereto as Exhibit "C".

2. Any and all expenses incurred by Lessor in determining if the Substitute Equipment is being conveyed to Lessor, free and clear of all liens and encumbrances, shall be borne by Lessee.

4. Lessee agrees and affirms that each and every representation, warranty, covenant and agreement contained in the Lease and any other applicable agreement between Lessee and Lessor is valid and binding upon Lessee with respect to the Substitute Equipment. In particular, without limitation of the foregoing, Lessee covenants that Lessee shall be responsible to Lessor for any loss, delay, recapture or other adverse effect on Tax Benefits to Lessor occasioned by the substitution, including any loss, recapture or other adverse effect occasioned by a sale after the end of the term.

5. Despite any dissatisfaction or loss of use of any item of Equipment, for any cause whatsoever, whether or not originally subject to the Leases, Lessee shall make all rental payments to Lessor when due.

6. Lessee agrees and affirms that each and every representation, warranty, covenant, and agreement contained in the Lease, and any other applicable agreement between Lessee and Lessor is valid and binding upon Lessee with respect to the Substitute Equipment.

7. This Supplement shall not, except as expressly set forth herein, serve to waive, supplement or amend the Lease, or any other agreement between Lessee and Lessor, all of which shall remain in full force and effect.

8. Substitute Equipment will be located at *3M & Walters Drive, Little Rock, Arkansas 72260*.

9. This Supplement shall not, except as expressly set forth herein, serve to waive, supplement or amend the Lease, or any other agreement between Lessee and Lessor, all of which shall remain in full force and effect.

In witness whereof, the parties hereto have caused this Supplement to be executed this 13TH day of OCTOBER, 1999.

Banc of America Leasing & Capital, LLC
Successor by merger to
NationsBanc Leasing Corporation (Lessor)

By: *Carol Jones*

CAROL JONES

Printed Name: VICE PRESIDENT

Title: _____

Grace Trust (Lessee)

By: _____

Printed Name: _____

Title: _____

RECORDATION NO.

20809-D
FILED

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3-15 PM

Banc of America Leasing & Capital, LLC^(R)successor by merger to
NationsBanc Leasing Corporation**Supplement to Equipment Lease Schedule for
Master Lease Agreement (Substitution of Collateral)**

This Supplement to Equipment Lease Schedule for Master Lease Agreement (the "Supplement") is made by and between Banc of America Leasing and Capital, LLC successor by merger to NationsBanc Leasing Corporation ("Lessor") and Grace Trust ("Lessee").

Whereas, pursuant to the terms of that certain *Equipment Lease Schedule for Master Lease Agreement Number 001, dated July 28, 1997 (the "Schedule")*, to *Master Lease Agreement Number 03622-09000, dated July 1, 1997* (collectively with the Schedule, the "Lease"), Lessor leased certain *mining equipment* to Lessee (the "Equipment"); and,

Whereas, Lessee has requested to substitute certain railcars as described in the Exhibit "A" attached hereto and made a part hereof, the ("Equipment"), with those certain railcars as described in the attached Exhibit "B" (the "Substitute Equipment"), such Substitute Equipment to become subject to the terms and conditions of the Lease as if originally subject hereto; and

Whereas, the parties hereto have entered into this Supplement to provide for the replacement of the Equipment with the Substitute Equipment on the terms set forth below;

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby covenant and agree as follows:

1. Lessee hereby certifies it owns the Substitute Equipment free and clear of all encumbrances and hereby transfers and conveys all of its right, title, and interest in and to the Substitute Equipment to Lessor pursuant to a Bill of Sale in the form attached hereto as Exhibit "C".

2. Any and all expenses incurred by Lessor in determining if the Substitute Equipment is being conveyed to Lessor, free and clear of all liens and encumbrances, shall be borne by Lessee.

4. Lessee agrees and affirms that each and every representation, warranty, covenant and agreement contained in the Lease and any other applicable agreement between Lessee and Lessor is valid and binding upon Lessee with respect to the Substitute Equipment. In particular, without limitation of the foregoing, Lessee covenants that Lessee shall be responsible to Lessor for any loss, delay, recapture or other adverse effect on Tax Benefits to Lessor occasioned by the substitution, including any loss, recapture or other adverse effect occasioned by a sale after the end of the term.

5. Despite any dissatisfaction or loss of use of any item of Equipment, for any cause whatsoever, whether or not originally subject to the Leases, Lessee shall make all rental payments to Lessor when due.

6. Lessee agrees and affirms that each and every representation, warranty, covenant, and agreement contained in the Lease, and any other applicable agreement between Lessee and Lessor is valid and binding upon Lessee with respect to the Substitute Equipment.

7. This Supplement shall not, except as expressly set forth herein, serve to waive, supplement or amend the Lease, or any other agreement between Lessee and Lessor, all of which shall remain in full force and effect.

8. Substitute Equipment will be located at *3M & Walters Drive, Little Rock, Arkansas 72260*.

9. This Supplement shall not, except as expressly set forth herein, serve to waive, supplement or amend the Lease, or any other agreement between Lessee and Lessor, all of which shall remain in full force and effect.

In witness whereof, the parties hereto have caused this Supplement to be executed this 13th day of October, 1999.

Banc of America Leasing & Capital, LLC
Successor by merger to
NationsBanc Leasing Corporation (Lessor)

By: _____

Printed Name: _____

Title: _____

Grace Trust (Lessee)

By: 

Printed Name: Gil Gibbs

Title: Trustee

Exhibit "A"

15 3300 cubic foot, 100-ton, quick dump longitudinal door open hopper railcars

MMMX200
MMMX201
MMMX202
MMMX203
MMMX204
MMMX205
MMMX206
MMMX207
MMMX208
MMMX209
MMMX210
MMMX211
MMMX212
MMMX213
MMMX214
MMMX215

h

Exhibit "A"

15 330⁰ cubic foot, 100-ton, quick dump longitudinal door open hopper railcars

JS

~~MMMX200~~
~~MMMX201~~
~~MMMX202~~
~~MMMX203~~
~~MMMX204~~
~~MMMX205~~
~~MMMX206~~
~~MMMX207~~
~~MMMX208~~
~~MMMX209~~
~~MMMX210~~
~~MMMX211~~
~~MMMX212~~
~~MMMX213~~
~~MMMX214~~
~~MMMX215~~

h

EXHIBIT 'B'

20

70-Ton open tops hopper railcars

MMMX300
MMMX301
MMMX302
MMMX303
MMMX304
MMMX305
MMMX306
MMMX307
MMMX308
MMMX309
MMMX310
MMMX311
MMMX312
MMMX313
MMMX314
MMMX315
MMMX316
MMMX317
MMMX318
MMMX319

EXHIBIT 'C'

Banc of America Leasing & Capital, LLC[®]Successor by merger to
NationsBanc Leasing Corporation

Bill of Sale

For valuable consideration, the receipt of which is hereby acknowledged, Grace Trust. ("Lessee") hereby sells, assigns and transfers to Banc of America Leasing & Capital, LLC successor by merger to NationsBanc Leasing Corporation ("Lessor"), the equipment and other goods described in the attached Exhibit "A". Lessee hereby represents and warrants that the Equipment is transferred to Lessor free and clear of all liens and encumbrances.

Lessee hereby agrees, upon the request of Lessor, to execute and deliver any other instruments, papers or documents which may be required or desirable in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF, Lessee has duly executed this Bill of Sale this
13th day of October, 1999.

Grace Trust

By: Printed Name: Gil GibbsTitle: Trustee

Banc of America Leasing & Capital, LLC[®]Successor by merger to
NationaBanc Leasing Corporation**Bill of Sale**

For valuable consideration, the receipt of which is hereby acknowledged, Grace Trust. ("Lessee") hereby sells, assigns and transfers to Banc of America Leasing & Capital, LLC successor by merger to NationsBanc Leasing Corporation ("Lessor"), the equipment and other goods described in the attached Exhibit "A". Lessee hereby represents and warrants that the Equipment is transferred to Lessor free and clear of all liens and encumbrances.

Lessee hereby agrees, upon the request of Lessor, to execute and deliver any other instruments, papers or documents which may be required or desirable in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF, Lessee has duly executed this Bill of Sale this
13th day of October, 1999.

Grace Trust

By: Printed Name: Gil GibbsTitle: Trustee

NationsBank®

NationsBank Leasing Corporation

Exhibit "A" to Bill of Sale

Description of Equipment:

Quantity	Description	NUMBERS
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20	70-Ton open tops hopper railcars
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MMMX300
MMMX301
MMMX302
MMMX303
MMMX304
MMMX305
MMMX306
MMMX307
MMMX308
MMMX309
MMMX310
MMMX311
MMMX312
MMMX313
MMMX314
MMMX315
MMMX316
MMMX317
MMMX318
MMMX319

The Faith2 Trust

By: Printed Name: Gil GibbsTitle: Trustee

billsale (8/30/94)

STATE OF Georgia)
COUNTY OF Gwinnett)

On this 13th day of October, 1999, personally appeared before me Carol Jones who being duly sworn by me says that he/she is Vice President of Banc of America Leasing & Capital, LLC successor by merger to NationsBanc Leasing Corporation and that he/she signed, executed and delivered the foregoing instrument on the day and year therein mentioned.



NOTARY PUBLIC

Vivian Harkins
Signature

Vivian Harkins
Printed Name
State of Georgia

My commission Expires _____
Notary Public, Gwinnett County, Georgia
My Commission Expires March 20, 2000

STATE OF Florida)
COUNTY OF Duval)

On this 14th day of October, 1999, personally appeared before me
Gil Gibbs who being duly sworn by me says that he/she is
Trustee of Grace Trust and that he/she signed,
executed and delivered the foregoing instrument on the day and year therein
mentioned.

(SEAL)



Kenneth G Salsburg
My Commission CC846856
Expires June 22, 2001

NOTARY PUBLIC

Kenneth G Salsburg
Signature

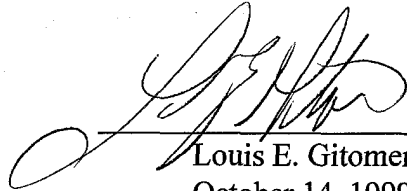
KENNETH G SALSBURG
Printed Name

State of FLORIDA

My commission Expires 06/22/2001

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Supplement to Equipment Lease Schedule for Master Lease Agreement (Substitution of Collateral) dated October 13, 1999, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
October 14, 1999